1945.

File No. O. Motor Spirit Rationing order 45.

Legal Department.

A **BRANCH**

Subject:—

opinions under the Motor Spirit Rationing order 1941

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Clause 22 of the Motor Spirit Rationing Order, 1941 provides that no person shall furnish or acquire a supply of motor spirit otherwise than in accordance with the provisions contained in this Order. Under clause 5 motor spirit required for any vehicle not covered by clause 3 or clause 4 shall be furnished or acquired only against the surrender to a supplier at the time of supply of valid ordinary coupons and only in accordance with any conditions of instructions appearing on or attached to such coupons -- Clause 12 empowers an Area Rationing Authority, when issuing coupons to any person, to attach conditions or instruments governing the use of the coupons. In the present case the book of coupons was issued "subject to the conditions that the book is produced at the time of supply and that the coupon is then detached therefrom. Motor spirit must only be supplied at the time of its purchase and against the surrender of coupons which are then valid"; it further required that "the following particulars shall be filled in by the dealer or supplier :-

Name and address of dealer or supplier____

Vehicle No._____

Quantity supplied _____Gallons.

Date _____

Although the entry of the vehicle number by a supplier on the detached coupons is not strictly a condition subject to which the coupons are issued, it is nevertheless an instruction which must be complied with by the supplier. The vehicle referred to is obviously one in respect of which the coupon is issued (see clause 8 of the Order). The supplier in the present case was therefore required to enter the vehicle number on the coupon. If he has failed so to do before issuing the supply, then he has committed a breach of instruction validly attached to the coupon under clause 12 of the Order.

The Order does not expressly require the production of the vehicle before the supplier can issue petrol. All that the Order says is that the coupon can be issued in respect of a particular vehicle. Consequently it would be sufficient if the supplier is satisfied that the coupons are not misued.

Contd.

If he is a party to the misuse he may be guilty of the breach of clause 25 of the Order. It is not known whether there is enough evidence in the present case to prove it.

Id/- P.N.M.

13/2/45

Remembrancer of Legal Affairs.

U.R.to Provincial Rationing Authority, No. 1321, dated the 14th February 1945.

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Office of the R.L.A.

F.D.'s attention is invited to paras. 2 and 3 of the R?L.A's opinion No. 1094 dated 10th February 1944 where the question now raised is fully considered. As pointed out in that opinion the cost of maintaining the Petrol & Tyre Rationing Inspectors and Supervisors of Rationing would be debitable to the Provincial Revenues and the question whether or not those officers in discharging their duties under the Petrol & Tyre Rationing orders act as Police officers is immaterial.

P.N.M.

27/8/45

o c

Remembrancer of Legal Affairs.

U.R. to H.D.,No. 6363 , dated 28th August 1945.

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